

Regulatory Compliance Handbook

Demonstrating compliance with
the Pubs Code

Statutory advice issued
under section 60 of the
Small Business
Enterprise and
Employment Act 2015

Last updated
September 2020



Contents

Introduction	2
Complying with the Pubs Code principles	2
Monitoring compliance with the Pubs Code principles	2
Chapter 1	3
Pub-owning businesses' communications with tenants	3
Chapter 2	4
Business Development Managers: training and operations	4
Chapter 3	5
MRO communications and process	5
Chapter 4	7
Market Rent Only (MRO) proposals	7
The MRO Process	7
Information to Tied Tenants on what they can expect	7
Handling the MRO notice	7
Managing the tenancy during the MRO procedure	8
How the pub-owning business should approach the terms and conditions of the MRO agreement	8
Expectations in respect of uncommon terms	9
Preparing the MRO proposal	9
Reasonableness	10
Serving the MRO Proposal	12
Expectations about MRO negotiations	13
Disputes as to MRO Compliance	13
Disputes as to MRO Compliance	14

Introduction

This advice note provides a Handbook on the minimum standards of behaviours that the Pubs Code Adjudicator (PCA) expects pub-owning businesses regulated by the Pubs Code (the Code) to adopt. The PCA intends to monitor its use and welcomes information from tied tenants and organisations representing their interests about how it is being implemented.

This Handbook may be updated from time to time to deal with additional issues and developments.

Complying with the Pubs Code principles

This Handbook sets out the PCA's expectation of behaviours that pub-owning businesses should adopt in order to comply with particular aspects of the Code.

The PCA recognises that each pub-owning business regulated under the Code is an individual company with its own operational structure. However, tied tenants should expect the same standards and treatment when exercising their Code rights, regardless of which pub-owning business they are tied to. The PCA is clear that the behaviours set out are practical and effective.

This statutory advice note is not an exhaustive list of necessary behaviours to ensure compliance. The PCA expects pub-owning businesses - individually and collectively - to continue to develop innovative approaches to ensure that their tied tenants are able to access their full Code rights in line with the core Code principles:

- fair and lawful dealing by pub-owning businesses in relation to their tied pub tenants; and
- tied pub tenants should be no worse off than they would be if they were not subject to any product or service tie.

Monitoring compliance with the Pubs Code principles

Regulated pub-owning businesses must act in accordance with the principles of the Code. The PCA will continue to monitor compliance. Where pub-owning businesses do not comply, the PCA will take appropriate regulatory action.

Chapter 1

Pub-owning businesses' communications with tenants

- 1.1 The PCA expects pub-owning businesses to have robust internal systems in place to capture the issuing of Rent Proposals, Rent Assessment Proposals, Market Rent Only (MRO) Full Responses and all records of visits to tied pub premises.
- 1.2 The PCA expects pub-owning businesses to routinely use communication channels to provide tied pub tenants with information and updates, for example tenant magazines, e-newsletters, tenant portals and websites. Information should include the role of the PCA as well as how tenants are able to request an MRO option, together with the strict statutory deadlines that apply under the Code. Pub-owning businesses should also ensure that tenants are sent the latest PCA publications as soon as reasonably possible.
- 1.3 Information about MRO rights should be included in tenant property packs for new agreements at renewal and on assignment.
- 1.4 Tied pub tenants entering into new agreements should be:
 - a) informed of their Code rights at any final interview and during pre-agreement meetings
 - b) required to sign a letter acknowledging receipt of a copy of the Code
 - c) provided with factual information on their key Code rights, including access to MRO and rent assessment information
 - d) advised on the importance of the strict statutory deadlines for exercising their rights under the Code.

Chapter 2

Business Development Managers: training and operations

- 2.1 The PCA expects pub-owning businesses to ensure all Business Development Managers and other staff who deal with tied pub tenants have successfully undertaken Pubs Code awareness training and are required to complete annual refresher training.
- 2.2 Staff training and operational procedures should be updated to reflect:
 - a) PCA clarifications, advice and guidance on the Pubs Code
 - b) Experiences of good practice approaches to working with the Pubs Code.
- 2.3 All staff training should be recorded in formal training logs that are incorporated into staff reviews and appraisals processes.
- 2.4 The PCA expects that pub-owning businesses do not permit any staff who have not successfully undertaken mandatory initial or any required refresher Pubs Code training to have Pubs Code interactions with tied pub tenants.
- 2.5 Pub-owning businesses should establish internal mechanisms for Business Development Managers and others to share successful and innovative approaches to Code relationships with tied pub tenants.
- 2.6 Details of and actions arising from Pubs Code conversations with tied pub tenants should be recorded, shared and agreed in real time during visits to the pub wherever possible.
- 2.7 Business Development Managers and other staff who deal with tied pub tenants should be authorised and required to:
 - a) Provide helpful information on how to access Pubs Code rights
 - b) Signpost where tied pub tenants should go for further factual information and professional advice.

Chapter 3

MRO communications and process

- 3.1 The PCA expects at renewal and when providing a Rent Assessment Proposal that pub-owning businesses give tied pub tenants:
- a) factual information about their MRO option – as a minimum by supplying the tied pub tenant with contemporaneous copies of all relevant PCA literature and materials
 - b) information on the MRO process
 - c) links to the relevant MRO information on the PCA website.
- 3.2 All Rent Proposals, Rent Assessment Proposals and MRO Full Responses should be:
- a) sent in a way that ensures receipt by the tied pub tenant is confirmed
 - b) labelled ‘Important Information – Please Read’
 - c) actively followed up in a timely meeting with the tied pub tenant to discuss the conduct of MRO negotiations.
- 3.3 The PCA expects pub-owning businesses to provide tied pub tenants with clear signposting of the MRO option in the run-up to rent reviews, for example by sending the tied pub tenant a letter:
- a) 12 months before the rent review date explaining the tied pub tenant’s Code rights and directing them to the PCA website for further information
 - b) 7 months before the rent review date:
 - explicitly signposting the MRO right
 - giving the address to which, any MRO Notice should be sent
 - enclosing the relevant PCA leaflet on the Pubs Code.
- 3.4 Rent Assessment Proposals are under usual circumstances to be sent no earlier than 2 months before the minimum 6-month deadline before the rent review date to which they relate.
- 3.5 The PCA expects pub-owning businesses to expedite the Independent Assessment process, for example by:
- a) jointly appointing an Independent Assessor with the tied pub tenant wherever possible
 - b) where there is no agreed joint appointment, sending the tied pub tenant a pre- signed request for the appointment of an Independent Assessor for them to sign and send on to the PCA

- c) recognising that, while the Pubs Code permits the determination of an Independent Assessor to be referred to the PCA, the PCA is only likely to find that a determination is not the market rent where it is outside the range of what is reasonable.

3.6 Pub companies should advise tied tenants of any intention to arbitrate a dispute, in response to the MRO notice.

Chapter 4

Market Rent Only (MRO) proposals

The MRO Process

- 4.1 The Pubs Code legislation places a duty on the pub-owning business to serve a tenancy or licence which is MRO-compliant. A tied tenant should be able to exercise their rights under the Code without encountering unnecessary disputes. Pub-owning business' processes in providing information to a tied tenant and throughout the MRO process should support this, from handling the notice, to preparing the MRO proposal and engaging in negotiations.

Information to Tied Tenants on what they can expect

- 4.2 The pub-owning business should ensure that a tied tenant is informed about what they can expect if they serve a MRO notice, including any relevant deadlines.
- 4.3 The pub-owning business should be transparent with a tied tenant about any practices or policies which they apply in their business relating to the MRO process, such as the length of tenancy, whether the pub-owning business is a brewer, their approach to dilapidations etc.
- 4.4 As a minimum, the pub-owning business should therefore publish and publicise Frequently Asked Questions about the MRO process on their websites setting out what a tied tenant can expect when requesting MRO from them.
- 4.5 The pub-owning business should note the expectations on the behaviour of the Business Development Manager (BDM) in Chapter 2 of this Handbook as it relates to the MRO process, including the expectation that conversations with the tied tenant will be accurately and appropriately recorded and offered for agreement.

Handling the MRO notice

- 4.6 A pub-owning business should not take technical objection to a MRO notice where this can be avoided, and where there is any doubt should always seek clarification from the tied tenant. The tied tenant should promptly receive an appropriately worded response which attempts to clarify the tenant's intention, assist the tenant where necessary to understand their Code rights, and seek to avoid potential disputes.
- 4.7 For example, a pub-owning business should expressly offer the tied tenant an appropriate opportunity to provide clarification and do so in a timely way to enable the tied tenant to exercise any Code rights that may exist where:

- a) It is unclear whether a signatory to a MRO notice is authorised to serve the notice on behalf of the tenant (or joint tenants)
- b) There is missing information in the notice, such as an email address or telephone number
- c) The notice is ambiguous in some way

Managing the tenancy during the MRO procedure

- 4.8 The pub-owning business must ensure that the tied tenant who has served a MRO notice does not experience any change in their day-to-day or “business as usual” relationship under the tied tenancy during the MRO process as a result of exercising their Code rights.
- 4.9 The pub-owning business should ensure that it has systems in place so that on receipt of a MRO notice it complies with any statutory advice that has been published by the PCA, for example in connection with the application of regulation 28 of the Pubs Code.

How the pub-owning business should approach the terms and conditions of the MRO agreement

- 4.10 A pub-owning business should not send its proposed MRO tenancy on standard terms unless and until it has considered the particular circumstances of the individual tied tenant so far as they are relevant and is satisfied that the terms are compliant.
- 4.11 A pub-owning business’s processes for producing a compliant MRO proposal on receipt of the MRO notice must be robust and reliable. It must make and keep a written Compliance Record and Declaration, a pro forma of which can be found at the end of this Chapter. The pub-owning business should use this to support its assessment of MRO compliance – by recording the decisions it has taken and the reasons why it believes these to be compliant.
- 4.12 This Compliance Record and Declaration must be made available to the tied tenant and the PCA on request, as well as to the arbitrator on receipt of a referral challenging the compliance of the MRO full response.
- 4.13 When sent the pub-owning business should have proper grounds for believing that the proposed tenancy or licence in its MRO proposal is compliant with the Code. It should take sufficient steps to satisfy itself that the proposed terms and conditions are reasonable in the circumstances of the case, including being common in free of tie agreements. The pub-owning business should be able to demonstrate that its MRO proposal reflects the position that it would adopt if making a free of tie offer to a tenant, or prospective tenant, with negotiating strength.
- 4.14 When preparing a MRO-compliant proposal, the pub-owning business should have regard to current information and advice published by the office of the PCA and to relevant published arbitration decisions.

Expectations in respect of uncommon terms

- 4.15 The PCA expects the pub-owning business to have reasonable grounds for believing that each proposed MRO tenancy is not on terms that, individually and collectively, are uncommon in free of tie agreements in the open market.
- 4.16 To be considered not uncommon in the context of MRO, terms must therefore already be objectively and demonstrably common in comparable agreements in the free of tie market. This means that new and emerging terms are not compliant unless and until they have become established as common in free of tie agreements in the sector. Focusing on a single pub-owning businesses lease terms may not provide sufficient basis for understanding and therefore demonstrating what terms are common in the market.
- 4.17 The pub-owning business is expected to understand what terms are characteristic of the full range of tenancies in the free of tie market, including those achieved by variation of the existing lease. These may include, but are not restricted to, terms which relate to:
- Repairing and insuring obligations
 - Rent deposits
 - Rent in advance
 - Permitted use
 - Annual contractual rent increases
 - Rent review provisions
- 4.18 The pub-owning business must take active steps to understand what terms are common in the free of tie market and to keep this knowledge current. It must be able to demonstrate that it has applied this knowledge and understanding to the individual tied tenant in respect of the terms in a MRO proposal.
- 4.19 Where a pub-owning business seeks expert opinion on common terms (whether from independent or in-house experts), all instructions should be in writing, with assurance from any expert that the opinion is formed independently and in accordance with any applicable professional standards.

Preparing the MRO proposal

- 4.20 The pub-owning business must ensure that all necessary persons and sources of information are consulted before preparing the MRO proposal.
- 4.21 When preparing a MRO proposal, the pub-owning business should in particular:

Obtain the current lease.

- a) Obtain the schedule of condition, any schedule of wants of repair, and BDM meeting records including notes of conversations concerning repairs to the pub since the commencement of the tenancy (or of the last Code rent review if this was more recent)¹.
- b) Identify all information on the nature of the pub, its trade and any other relevant circumstances that might have an impact on the type of MRO terms that are likely to be considered reasonable for that pub.
- c) Ensure that all appropriate persons are consulted on the MRO proposal – this will usually include the BDM or other person with personal knowledge of the pub.
- d) Where it is relevant and the consent of the freeholder is required to the grant of a new lease, ensure that this consent is requested in a timely way to avoid the tenant experiencing delay in the MRO process.

Reasonableness

4.22 Terms which are not uncommon in the free of tie market will not necessarily be reasonable and compliant for a particular pub. The pub-owning business should ensure it considers what is reasonable on a case by case basis for the individual tied tenant of the pub. This includes having regard to:

- a) The existing terms of the lease and all relevant circumstances.
- b) Any terms which would not be agreed by a landlord and tenant negotiating a free of tie agreement outside of the Code, for example, because:
 - i. They would expose the tenant to avoidable liabilities or risks that they would not be expected to accept if they were negotiating a free of tie tenancy on the open market.
 - ii. They would negatively affect assignment value.
 - iii. They would not, in combination, be commercially acceptable to the tenant – for instance, where their obligations in relation to the condition of the pub are disproportionate given the duration of the tenancy.
- c) Whether modernisation of the terms would be reasonable for both landlord and tenant.

¹ in accordance with regulation 41(4)(a)(iii) of the Pubs Code.

- d) Balancing any advantage to the landlord in consistency of free of tie tenancy terms within its estate against the impacts on the tenant of standard new tenancy terms.
- e) Whether any terms might have the practical effect of preventing the tenant from exercising their MRO option.
- f) Any outstanding contractual or other liabilities (such as repairing obligations) on the part of the landlord that ought to be reflected in the terms and conditions of the proposed MRO tenancy.
- g) Any cyclical liabilities (including those being transferred from landlord to tenant), such as redecorating cycles, are synchronised.
- h) What terms or conditions as to dilapidations it would be reasonable to propose following management of the tied tenancy to date.
- i) The reasonableness of any other new obligations on the tenant, such as relating to rent and deposits in advance, including whether steps are appropriate to mitigate their impact – for example by phasing in their effect during the MRO tenancy.
- j) The reasonableness of the terms across the life of the tenancy.
- k) Whether any terms should cease upon sale of the tenancy to a new landlord.
- l) Whether all occupants who would be entitled to reside under the current terms would retain that entitlement.

4.23 Consistent with advice from the PCA and as confirmed by the High Court, the length of the MRO tenancy must also be reasonable. When considering the length of the MRO tenancy a pub-owning business proposes to offer in response to a MRO request received mid-tenancy, it will not be compliant for that proposal to only offer the remaining term of the existing tenancy without having considered whether doing is reasonable in all the circumstances (including the tenancy terms proposed).

4.24 The pub-owning businesses should consider whether in all the circumstances a tenant with negotiating strength would be likely to contract on the basis of the MRO proposal. This includes, where the pub-owning businesses is contemplating offering the MRO by way of a new lease, whether it would do so if the tenant had negotiating strength and considering the financial or business impacts and statutory liabilities on the tenant of that choice.

Serving the MRO Proposal

- 4.25 The pub-owning businesses must present the MRO proposal in an accurate, balanced and timely way.
- 4.26 The MRO proposal should be sent as soon as reasonably possible.
- 4.27 Any correspondence or documentation sent to the tied tenant associated with or accompanying the MRO proposal should be consistent with the Pub-owning businesses statutory responsibilities and with the core Code principles. Such information that are terms or conditions of the proposed MRO tenancy, must be compliant with Pubs Code requirements. In particular the MRO proposal as a whole should:
- a) Not present an unbalanced picture of the relative risks and rewards of taking the MRO option versus remaining tied.
 - b) Not be accompanied by non MRO-compliant options or arrangements. This may otherwise confuse and detract focus from the duty of the parties to seek to agree a MRO-compliant tenancy.
 - c) Where the MRO proposal includes new obligations in respect of deposits and/or rent in advance, set out how these will be phased in, or how these may be mitigated on request by the tied tenant on a case-by-case basis. In particular, if terms as to an increased deposit and/or increased rent in advance form part of the MRO proposal, but a transitional build up is not offered, the pub-owning businesses should state that it will consider such a build-up on request and on a case by case basis.
 - d) Not be marked “without prejudice”.
 - e) Not suggest or impose any steps which a tied tenant must take in order to become eligible for the MRO option where these are not a statutory requirement under the Code (such as application forms).
 - f) Not impose charges on the tied tenant for seeking a compliant MRO proposal (e.g. a charge for an inspection of condition on receipt of a MRO notice) which will be payable even if they decide to remain tied.
 - g) Set out all relevant deadlines.
 - h) Offer a prompt face-to-face meeting with the tied tenant to discuss the offer.
 - i) Make clear that the Compliance Record and Declaration, with supporting documents, are available to the tied tenant on request.

Expectations about MRO negotiations

- 4.28 The MRO proposal must not be on unreasonable terms when it is served. The MRO procedure encourages the parties to negotiate on the details of the MRO compliant proposal served by the pub-owning businesses, but it is not itself the mechanism by which a tied tenant secures reasonable terms.
- 4.29 Where however the tied tenant does not consider that the proposed terms are acceptable, the PCA expects the pub-owning businesses to enter into fair negotiations in respect of every MRO proposal in a manner consistent with core Code principles.
- 4.30 To mitigate the tight timescales that apply to the MRO procedure, the PCA expects the pub-owning businesses to negotiate in an open and timely fashion. Wherever possible, the PCA expects the pub-owning businesses to conduct MRO negotiations (and any parallel negotiations on the tied rent) face to face. Negotiations should be conducted by a person with sufficient understanding of the pub, its trade and any particular features that might have an impact on the type of MRO terms that are and are not likely to be reasonable in that specific case, and who has the authority to agree a deal on that basis. Wherever possible the BDM should be kept apprised of the progress of negotiations.
- 4.31 Proper notes of any such face-to-face meetings and telephone conversations with the tied tenant are to be accurately and contemporaneously recorded by the pub-owning businesses and sent promptly to the tied tenant for agreement.
- 4.32 The PCA encourages pub owning businesses to engage in negotiations on the MRO rent as part of the process of negotiating MRO terms if that is the preference of the tied tenant.

Disputes as to MRO Compliance

- 4.33 The pub-owning businesses should have a documented procedure for independent internal review of the Compliance Record and Declaration upon receipt of a notice of intention to arbitrate and referral.
- 4.34 Where a pub-owning businesses receives notice from a tied tenant of an intention to refer a dispute in respect of a MRO proposal for arbitration, it should promptly take reasonable steps to seek to resolve or narrow the issues in dispute. Both the pub-owning business and tenant remain under a duty to seek to agree a MRO tenancy until the end of the MRO procedure.
- 4.35 Referral for arbitration should be the exception. The pub-owning businesses is expected to take all reasonable steps to avoid formal arbitration proceedings. Even if a case is referred, the PCA expects both parties to continue to seek to reach an agreement.

4.36 In the event that the MRO proposal is referred for arbitration on the ground that it is not compliant, the pub-owning businesses should without delay and on request provide their formal Compliance Record and Declaration, together with supporting documents, to the PCA. In the event that it is incomplete, or of a pro forma nature, the arbitrator may consider what steps are appropriate within the proceedings, including for example whether they should be determined upon a summary procedure.



This record must be completed by the Code Compliance Officer when they are preparing a Market Rent Only (MRO) proposal, and will be available to the tied tenant, and the PCA, on request.

RCH Ref	Requirement	Y/N/NA	Notes/Document Reference
Information to TPTs on what they can expect			
4.1 - 4.4	The POB has ensured that the TPT is aware of any of its policies that apply to the MRO proposal, and relevant deadlines – as a minimum by directing the TPT to up to date Frequently Asked Questions about the MRO process on the POB’s website, which set out what TPTs can expect when requesting the MRO option from their POB.		
4.5	The POB has met the expectations on the behaviour of the BDM in Chapter 2 of the Regulatory Compliance Handbook, as it relates to the MRO process.		
Managing the tenancy during the MRO procedure			
4.8	Safeguards are in place to ensure that a TPT who has served a MRO notice does not experience any change in their day-to-day or “business as usual” relationship under the tied tenancy during the MRO process as a result of exercising their Code rights, and the POB is satisfied those safeguards are sufficient in this case.		
4.9	Systems are in place to ensure compliance with PCA advice relating to MRO and the MRO process, including in connection with regulation 28 concerning tied rent during the MRO process and the POB is satisfied those systems are sufficient in this case.		

How POBs should approach the terms and conditions of the MRO agreement

4.10	Where the POB is considering the use of standard terms in the proposed MRO tenancy, consideration has been given to the particular circumstances of the individual TPT.		
4.13	The POB is satisfied that the proposed standard MRO terms are compliant in the particular circumstances of the individual TPT.		
4.14	The MRO-compliant proposal has been prepared with regard to current information and advice published by the office of the PCA and to any relevant guidance which may exist.		

Expectations in respect of uncommon terms

4.15	The POB has evidence that the proposed MRO terms are objectively and demonstrably common in the free of tie market.		
4.17	<p>The POB can demonstrate an up to date understanding of terms that are characteristic of the full range of tenancies in the free of tie market and included in the MRO proposal – including where achieved by variation of the existing lease, such as for example terms which relate to:</p> <ul style="list-style-type: none"> • Repairing and insuring obligations • Rent deposits • Rent in advance • Permitted use • Annual contractual rent increases • Rent review provisions 		
4.19	Any expert opinion on common terms (whether from independent or in- house experts) is based on written instructions, formed independently and in accordance with any applicable professional standards.		



Preparing the MRO proposal

4.20	The POB has a record of the names and job titles of all reasonably necessary persons and sources of information consulted in the preparation of the MRO proposal.		
4.21	<p>The POB has taken the following steps:</p> <ul style="list-style-type: none"> a) Obtained the current lease b) Obtained the schedule of condition and any schedule of wants of repair and obtained BDM meeting records since the commencement of the tenancy or of the last Code rent review or renewal (whichever is the most recent), including notes of conversations between the TPT and their BDM concerning repairs to the pub c) Identified all information on the nature of the pub, its trade and any other relevant circumstances that might have an impact on the type of MRO terms that are likely to be considered reasonable for that pub. d) Ensured that all appropriate persons have been consulted on the MRO proposal including the BDM or other person with personal knowledge of the pub. e) Ensured that where it is relevant and the consent of the freeholder is required to the grant of a new lease, that this has been requested in a timely way. 		

Reasonableness

4.22	<p>The POB has considered what MRO terms are reasonable for the individual TPT in question and in particular has considered all of the following:</p> <ul style="list-style-type: none"> a) The existing terms of the lease and all relevant circumstances. b) Any terms which would not be agreed by a landlord and tenant negotiating a free of tie agreement outside of the Code. 		
-------------	--	--	--



	<ul style="list-style-type: none">c) Whether modernisation of the terms would be reasonable for both landlord and tenant.d) Balancing any advantage to the landlord in consistency of free of tie tenancy terms within its estate against the impacts on the tenant of standard new tenancy terms.e) Whether any terms might have the practical effect of preventing the tenant from exercising their MRO option.f) Any outstanding contractual or other liabilities (such as repairing obligations) on the part of the landlord that ought to be reflected in the terms and conditions of the proposed MRO tenancy.g) Any cyclical liabilities (including those being transferred from landlord to tenant), such as redecorating cycles, are synchronised.h) What terms or conditions as to dilapidations, if applicable, it would be reasonable to propose following management of the tied tenancy to date.i) The reasonableness of any other new obligations on the tenant, such as relating to rent and deposits in advance, including whether steps are appropriate to mitigate their impact – for example by phasing in their effect during the MRO tenancy.j) The reasonableness of the terms across the life of the tenancy.k) Whether any terms should cease upon sale of the tenancy to a new landlord.l) Whether all occupants who would be entitled to reside under the current terms would retain that entitlement.	
--	--	--

4.24	Where MRO is being offered by way of new lease, the POB has considered the financial and business impacts and statutory liabilities on the tenant of that choice.		
------	---	--	--

Serving the MRO proposal

4.27	<p>The POB has ensured that all correspondence and documentation sent to the TPT associated with or accompanying the MRO proposal:</p> <ul style="list-style-type: none"> a) Does not present an unbalanced picture of the relative risks and rewards of taking the MRO option versus remaining tied. b) Is not accompanied by non MRO-compliant options or arrangements. c) Where the MRO proposal includes new obligations in respect of deposits and/or rent in advance, set out how these will be phased in, or how these may be mitigated on request by the tied tenant on a case-by-case basis. d) Has not been marked “without prejudice”. e) Does not suggest or require non statutory steps which a TPT must take in order to become eligible for the MRO option (such as application forms). f) Does not impose charges on the TPT for seeking a compliant MRO proposal (e.g. a charge for an inspection of condition on receipt of a MRO notice) which will be payable even if they decide to remain tied. g) Sets out all relevant deadlines. h) Offers a prompt face-to-face meeting with the TPT to discuss the offer. i) Makes clear that the Compliance Record and Declaration, with supporting documents, is available to the TPT on request. 		
------	---	--	--



Compliance Declaration

The Pub-owning business has taken the relevant circumstances of this individual case into account in assessing the compliance of the MRO proposal in the following way:

This Record and Declaration, together with any supporting documents provided to the tenant and any additional reasons set out in this Declaration, sufficiently record the reasons why the Pub-owning business considers the MRO proposal to be compliant. A copy of this completed Record and Declaration will be made available to the TPT, the PCA and any arbitrator upon request.

Signed:

Code Compliance Officer

Date:

Statutory advice issued
under section 60 of the
Small Business
Enterprise and
Employment Act 2015

Last updated
September 2020

